

SCHEDULE 29

To be executed in a form of a notary deed

Na osnovu člana 168. Zakona o privrednim društvima ("Sl. glasnik RS", br. 127 od 31. decembra 2008, 58/09, 100/11, 67/13, 100/17) i člana 15. Odluke o osnivanju privrednog društva "SDHS-CSI BH" d.o.o. Banja Luka, članovi privrednog društva "SDHS-CSI BH" d.o.o. Banja Luka, i to privredno društvo **CHINA SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL COOPERATION GROUP Ltd**, sa registrovanim sjedištem na adresi North Street Long Ao 8, JINAN CITY, Kina i Vlada Republike Srpske, Banja Luka, ulica Trg Republike Srpske br. 1, u funkciji skupštine društva, dana [●].[●].2021. godine zaključuju sljedeći:

Pursuant to the Article 168 of the Company Law ("Official Gazette of RS", no. 127 dated 31 December 2008, 58/09, 100/11, 67/13, 100/17) and the Article 15 of the Decision on incorporation of the company "SDHS-CSI BH" d.o.o. Banja Luka, the shareholders of the company "SDHS-CSI BH" d.o.o. Banja Luka, the company **CHINA SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL COOPERATION GROUP Ltd**, with registered seat at 8 North Street Long Ao, JINAN CITY, China and the Government of the Republic of Srpska, Banja Luka, 1 Trg Republike Srpske Street, in the capacity of the company's General Meeting, on [●] [●] 2021 have executed the following:

UGOVOR O

IZMJENAMA I DOPUNAMA ODLUKE O OSNIVANJU JEDNOČLANOG PRIVREDNOG DRUŠTVA SA OGRANIČENOM ODGOVORNOŠĆU

"SDHS-CSI BH" d.o.o. Banja Luka

AGREEMENT ON

THE AMENDMENTS AND SUPPLEMENTS TO THE DECISION ON THE INCORPORATION OF THE ONE SHAREHOLDER LIMITED LIABILITY COMPANY

"SDHS-CSI BH" d.o.o. Banja Luka

PREAMBULA

Ovim Ugovorom o izmjenama i dopunama Odluke o osnivanju jednočlanog privrednog društva sa ograničenom odgovornošću („Osnivački akt“) stavlja se van snage dosadašnji Osnivački akt privrednog društva od [●] godine i sve njegove odredbe se u potpunosti zamjenjuju ovim Ugovorom o izmjenama i dopunama Odluke o osnivanju jednočlanog privrednog društva sa ograničenom odgovornošću, odnosno ovim Osnivačkim aktom.

PREAMBLE

This Agreement on the Amendments and Supplements to the Decision on the incorporation of the one shareholder limited liability company („Incorporation Act“) shall replace and fully supersede the provisions of the previous Incorporation Act of the company dated [●] which cease to be valid.

OSNOVNE ODREDBE

GENERAL PROVISIONS

徐, 

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Član 1.

Privredno društvo je osnovano radi obavljanja djelatnosti i sticanja dobiti.

Privredno društvo je osnovano u formi dvočlanog društva sa ograničenom odgovornošću.

Član 2.

Privredno društvo posluje u skladu sa Zakonom, dobrim poslovnim običajima i poslovnim moralom.

ČLANOVI DRUŠTVA

Član 3.

Članovi društva su:

1. **CHINA SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL COOPERATION GROUP Ltd.**, sa registrovanim sjedištem na adresi 8 North Street Long Ao, JINAN CITY, Kina; i
2. **Vlada Republike Srpske**, Banja Luka, ulica Trg Republike Srpske br. 1.

(u daljem tekstu zajednički nazvani „Članovi“ ili pojedinačno „Član“)

POSLOVNO IME I SJEDIŠTE DRUŠTVA

Član 4.

Društvo posluje pod poslovnim imenom:

“SDHS-CSI BH” d.o.o. Banja Luka.

Article 1

The company is incorporated for the purpose of conducting activities and gaining profit.

The company is incorporated in the form of two-shareholder limited liability company.

Article 2

The company conducts its business in accordance with the Law, good business practices and business ethic.

THE SHAREHOLDERS OF THE COMPANY

Article 3

The shareholders of the company are:

1. **CHINA SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL COOPERATION GROUP Ltd.**, with registered seat at North Street Long Ao 8, JINAN CITY, CHINA; and
2. **The Government of the Republic of Srpska**, Banja Luka, 1 Trg Republike Srpske Street.

(hereinafter jointly referred to as „Shareholders“ or individually „Shareholder“)

BUSINESS NAME AND REGISTERED SEAT OF THE COMPANY

Article 4

The company conducts its business activities under the business name:

“SDHS-CSI BH” d.o.o. Banja Luka

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O promjeni poslovnog imena privrednog društva „Društvo“ odlučuje Skupština privrednog društva. The General Meeting of the company “SDHS-CSI BH” d.o.o. Banja Luka (hereinafter referred to as: “Company”) decides on changing the business name of the Company.

Izmjenom poslovnog imena Društva potrebno je izmijeniti i osnivački akt Društva u skladu sa izmjenom poslovnog imena. By changing the business name of the Company it is necessary to change the Incorporation act of the company in line with the business name change.

Član 5.

Article 5

Sjedište Društva je u Banja Luci, Ravnogorska 18, Banja Luka, Registered seat of the company is in Banja Luka, Ravnogorska 18,
O promjeni sjedišta Društva odlučuje Skupština Društva. The General Meeting of the Company decides on changing the name of the Company.

Član 6.

Article 6

Društvo ima pečat i štambilj. The company has seal and stamp.

Društvo ima pečat okruglog oblika u kojem je upisano puno, skraćeno ili modifikovano poslovno ime. The company has a round shaped seal with its full, short or modified business name written on it.

Štambilj Društva je pravougaonog oblika u kojem je upisano puno, skraćeno ili modifikovano poslovno ime. The company has a rectangular shaped stamp with its full, short or modified business name written on it.

Na pečatu društva može biti utisnut logotip koji utvrdi direktor. At the seal of the company may be impressed a logo as determined by the director.

OBLIK I ODGOVORNOST DRUŠTVA

THE FORM AND RESPONSIBILITY OF THE COMPANY

Član 7.

Article 7

Društvo je pravno lice i ima pravo da zaključuje ugovore i preduzima druge pravne poslove i pravne radnje u okviru svoje pravne i poslovne sposobnosti. The Company is a legal entity and has the right to conclude agreements and undertake all other legal transactions and legal activities within its legal and business competences.

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U pravnom prometu sa trećim licima Društvo istupa samostalno i bez ograničenja, u svoje ime i za svoj račun. In legal transactions with third parties, the Company acts independently and without limitations, in its own name and for its own account.

Član 8.

Article 8

Društvo posluje kao dvočlano društvo sa ograničenom odgovornošću. The Company conducts business activities as a two-shareholder limited liability company.

Za obaveze preuzete u pravnom prometu prema trećim licima Društvo za svoje obaveze odgovara cjelokupnom svojom imovinom. For the obligations undertaken in legal transactions towards third entities, the Company is liable for all its liabilities with all of its assets.

Član Društva ne odgovara za obaveze Društva, osim do iznosa ne unesenog kapitala u imovinu Društva. The shareholder of the Company is not liable for obligations of the Company, except up to the amount of non-entered contribution in to the Company's capital.

DJELATNOST DRUŠTVA

THE ACTIVITIES OF THE COMPANY

Član 9.

Article 9

Društvo će obavljati slijedeće djelatnosti:

The Company shall conduct the following activities:

08.11 Vađenje ukrasnog kamena i kamena za građevinarstvo, krečnjaka, gipsa, krede i škrljaca	08.11 Quarrying of ornamental and building stone, limestone, gypsum, chalk and slate
08.12 Djelatnosti kopova šljunka i pijeska; vađenje gline i kaolina	08.12 Operation of gravel and sand pits; mining of clays and kaolin
09.90 Pomoćne djelatnosti za ostalo vađenje ruda i kamena d.n.	09.90 Support activities for other mining and quarrying
23.61 Proizvodnja proizvoda od betona za građevinarstvo	23.61 Manufacture of concrete products for construction purposes
23.69 Proizvodnja ostalih proizvoda od betona, cementa i gipsa	23.69 Manufacture of other products made of concrete, cement and gypsum
23.70 Sječenje, oblikovanje i obrada kamena	23.70 Cutting, shaping and stone processing
33.17 Popravka i održavanje ostalih saobraćajnih sredstava	33.17 Reparation and maintenance other traffic means
33.19 Popravka ostale opreme	33.19 Reparation of other equipment
41.10 Organizacija izvođenja projekata za zgrade	

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41.20 Izgradnja stambenih i nestambenih zgrada	41.10 Organization of performing building projects
42.11 Izgradnja puteva i autoputeva	41.20 Construction of residential and non-residential buildings
42.12 Izgradnja željezničkih pruga i podzemnih željeznica	42.11 Construction of roads and motorways
42.13 Izgradnja mostova i	42.12 Construction of railways and underground railways
42.21 Izgradnja cjevovoda za tečnosti i gasove	42.13 Construction of bridges and
42.22 Izgradnja vodova za električnu struju i telekomunikacije	42.21 Construction of pipelines for fluids and gases
42.91 Izgradnja hidrograđevinskih objekata	42.22 Construction of pipelines for electricity and telecommunications
42.99 Izgradnja ostalih objekata niskogradnje, d. n.	42.91 Construction of hydro-water projects
43.11 Uklanjanje objekata	42.99 Construction of other civil engineering structures, d. n.
43.12 Pripremni radovi na gradilištu	43.11 Demolition of facilities
43.13 Ispitivanje terena za gradnju bušenjem i sondiranjem	43.12 Site preparation
43.21 Elektroinstalacioni radovi	43.13 Field test for drilling and boring
43.22 Uvođenje instalacija vodovoda, kanalizacije, gasa i instalacija za grijanje i klimatizaciju	43.21 Electrical installations
43.29 Ostali građevinski instalacijski radovi	43.22 Plumbing, water sewage, heat and air-conditioning installation
43.31 Fasadni i štukaturni radovi	43.29 Other construction installation
43.32 Ugradnja stolarije	43.31 Plastering
43.33 Postavljanje podnih i zidnih obloga	43.32 Joinery installation carpentry
43.34 Farbarski i staklarski radovi	43.33 Floor and wall covering
43.39 Ostali završni građevinski radovi	43.34 Painting and glazing
43.91 Podizanje krovnih konstrukcija i pokrivanje krovova	43.39 Other final construction works
49.41 Drumski prevoz robe	43.91 Construction of roof structure and covering
49.42 Usluge preseljenja	49.41 Road transport of goods
52.10 Skladištenje robe	49.42 Relocation services
52.24 Pretovar tereta	52.10 Warehousing and storage
68.10 Kupovina i prodaja sopstvenih nekretnina	52.24 Cargo handling
68.20 Iznajmljivanje i poslovanje sopstvenim nekretninama ili nekretninama uzetim u zakup (lizing)	68.10 Buying and selling of own real estate
68.31 Agencije za nekretnine	68.20 Renting and operating of own or leased real estate (leasing)
68.32 Upravljanje nekretninama uz naplatu ili na osnovu ugovora	68.31 Real estate agencies

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71.11 Arhitektonske djelatnosti	68.32 Management of real estate on a fee or contract basis
71.12 Inženjerske djelatnosti i s njima povezano tehničko savjetovanje	71.11 Architectural activities
71.20 Tehničko ispitivanje i analiza	71.12 Engineering activities and related technical consultancy
73.11 Agencije za reklamu i propagandu	71.20 Technical testing and analysis
77.12 Iznajmljivanje i davanje u zakup (lizing) kamiona	73.11 Agency for marketing and advertising
77.32 Iznajmljivanje i davanje u zakup (lizing) mašina i opreme za građevinarstvo	77.12 Renting and leasing of trucks
Poslovi uvoza i izvoza roba u okviru utvrđene djelatnosti.	77.32 Renting and leasing of construction and civil engineering machinery and equipment
Poslovi zastupanja i posredovanja u prometu roba i usluga sa inostranstvom.	Import and export of goods within the established activity.
Član Društva CHINA SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL COOPERATION GROUP Ltd. ovim putem izričito potvrđuje da je upoznat sa činjenicom da Republika Srpska i/ili Vlada Republike Srpske imaju, direktno ili indirektno, učešće u vlasničkoj strukturi, uključujući i svojstvo značajnog i kontrolnog člana i akcionara, drugih društava koja se bavi istom ili sličnom djelatnošću kao i Društvo te izričito potvrđuje da je sa tim saglasan i da daje svoje odobrenje.	Representation and agency activities in the trade of goods and services abroad.
Član 10.	Shareholder CHINA SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL COOPERATION GROUP Ltd. hereby explicitly confirms that it is informed that the Republic of Srpska and/or the Government of the Republic of Srpska have, directly or indirectly, shares, including significant or controlling stakes, in other companies engaged with same or similar business activities as the Company and further explicitly confirms its consent.
Djelatnosti za koje je zakonom propisano da se mogu obavljati samo na osnovu saglasnosti, dozvole ili akta drugog nadležnog organa, mogu se obavljati samo po pribavljanju te dozvole, saglasnosti ili akta nadležnog organa.	Article 10 The legally prescribed activities which may be conducted only based on the consent, approval or act issued by other competent authority, can be conducted only after providing with such approval, consent or act issued by a competent authority.
OSNOVNI KAPITAL DRUŠTVA, ULOZI I UDJELI ČLANOVA DRUŠTVA I PRAVA PO OSNOVU UDELA	INITIAL CAPITAL OF THE COMPANY CONTRIBUTIONS AND SHARES AND RIGHTS ON THE GROUND OF SHARES
Član 11.	

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Ukupni novčani kapital Društva iznosi [●] KM (slovima: [●]) i u cijelosti je uplaćen.

Article 11

Po osnovu svojih uloga, Članovi Društva su stekli sljedeće udjele:

1. CHINA SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL COOPERATION GROUP koji ima upisani i uplaćeni novčani ulog u iznosu od [●] (slovima: [●]), na osnovu kojeg je stekao 99% udjela u Društvu; i
2. Vlada Republike Srpske koja ima upisani i uplaćeni novčani ulog u iznosu od [●] (slovima: [●]), na osnovu kojeg je stekla 1% udjela u Društvu.

Član Društva po osnovu udjela ima pravo glasa u Skupštini, pravo na učešće u dobiti Društva, pravo na učešće u likvidacionom ostatku i druga prava predviđena zakonom i Ugovorom o koncesiji koje su Društvo i Vlada Republike Srpske zaključili dana [●] 2018.godine (u daljem tekstu: „**Ugovor o koncesiji**“). Prava Člana Društva srazmjerna su vrijednosti njegovog uloga u osnovnom kapitalu Društva, osim prava Vlade Republike Srpske na dividendu u skladu sa Ugovorom o koncesiji, koje pravo nije srazmjerno udjelu u Društvu, već je za sve vrijeme dok je Vlada Republike Srpske član Društva sporazumno ograničeno na 0.000000001 % ukupne dividende određene na bilo kojoj Skupštini.

Članovi Društva su saglasni da će Vlada Republike Srpske imati pravo pristupa svim informacijama koje su u vezi sa poslovanjem Društva i

The total initial capital of the Company is KM [●] (letters: [●]) and it has been paid in total.

On ground of its contributions, Shareholders acquired the following shares:

1. CHINA SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL COOPERATION GROUP that has inscribed and paid in pecuniary contribution in the amount of [●] (letters: [●]) on the ground of which it acquired 99% shares in the Company; and
2. Republic of Srpska that has inscribed and paid in pecuniary contribution in the amount of [●] (letters: [●]) on the ground of which it acquired 1% shares in the Company.

On the ground of shares, the Shareholder has the right to vote in General Meeting, right to participate in the Company's profit, right to participate in the liquidation surplus and other rights determined by the law and the Concession Agreement entered into the Company and the Government of the Republic of Srpska on the date of [●] (hereinafter referred to as the: „**Concession Agreement**“). Rights of Shareholder are proportionate to value of its shares in the initial capital of the company save for the right to dividend of the Government of the Republic of Srpska, pursuant to the Concession Agreement, which right is not proportionate to the value of its shares in the Company, but it is consensually limited, as long as the Government of the Republic of Srpska is shareholder of the Company, to 0.000000001 % of the total dividend determined at any General Meeting.

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dokumentima koje se odnose na Društvo i njegovo poslovanje, uključujući ali se ni u kom slučaju ne ograničavajući, na dokumente navedene u članu 169. Zakona o privrednim društvima. Vlada Republike Srpske će u cilju realizacije Ugovora o koncesiji imati pravo da podatke i informacije do kojih dođe u ostvarivanju svojih osnivačkih prava saopštava trećim licima, uključujući i društva čiji je član/akcionar a koja se bave istom ili sličnom delatnošću kao i Društvo (član 38. Zakona o privrednim društvima).

Shareholders agree that the Government of the Republic of Srpska will have access to all information related to the business activities of the Company and to all documents related to the Company and its business operations including, but not limited, to the documents listed in article 169 of the Company Law..The Government of the Republic of Srpska shall for the purpose of implementation of the Concession Agreement have right to disclose the data and information obtained in the course of realization of its shareholders rights to third parties, including companies in which it has stake/share and which engage in same or similar business activities as the Company (Article 38 of the Company Law).

DODATNI ULOZI

Član 12.

Članovi Društva mogu donijeti Odluku o ulaganju dodatnih uloga.

Na dodatne uloge shodno se primjenjuju odredbe Zakona o privrednim društvima.

Izuzetno od gore navedenih odredaba ovog člana, Vlada Republike Srpske, u skladu sa Ugovorom o koncesiji, nema obavezu da uplaćuje/unosi dodatne uloge u Društvo.

ORGANI PRIVREDNOG DRUŠTVA

Član 13.

Organi privrednog društva su:

1. Skupština
2. Direktor

Član 14.

ADDITIONAL CONTRIBUTIONS

Article 12

The Shareholders of the Company may render a Decision on additional contributions.

Provisions of the Company's Law shall be applied to the additional contributions.

Notwithstanding the above provisions of this Article, the Government of the Republic of Srpska does not have the obligation, pursuant to the Concession Agreement, to make/invest any additional contributions to the Company.

THE COMPANY'S BODIES

Article 13

The company's bodies are:

1. The General Meeting
2. The Director

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Poslove iz nadležnosti Skupštine Društva vrše
Članovi društva, u svemu u skladu sa Osnivačkim
aktom i Ugovorom o koncesiji.

Article 14

The activities under the competence of the
General Meeting the Company are conducted by
the Company's Shareholders, in compliance with
the Incorporation Act and the Concession
Agreement.

SKUPŠTINA DRUŠTVA

Član 15.

Članovi Društva čine Skupštinu društva, sa brojem
glasova koji su identični udjelima Članova u
osnovnom kapitalu Društva. Svaki Član Društva
ima pravo glasa u Skupštini srazmjerno učešću
njegovog udjela u osnovnom kapitalu Društva,
tako da CHINA SHANDONG INTERNATIONAL
ECONOMIC & TECHNICAL COOPERATION GROUP
ima 99 glasova, a Vlada Republike Srpske 1 glas.

THE GENERAL MEETING OF THE COMPANY

Article 15

Company's Shareholders comprise the General
Meeting of the Company, with voting rights
corresponding to Shareholders' participation in
the initial capital of the Company. Each
Shareholder has the voting right proportionate to
its participation in the share capital of the
Company, so that CHINA SHANDONG
INTERNATIONAL ECONOMIC & TECHNICAL
COOPERATION GROUP has 99 votes and the
Government of the Republic of Srpska 1 vote.

Skupština Društva odlučuje o:

1. izboru i razrješenju direktora i određivanju
njegove zarade ili naknade,
2. odobravanju finansijskih izvještaja,
donošenju odluka o vremenu i načinu
isplate Članovima Društva,
3. donosi godišnji program rada i poslovanja
Društva,
4. imenovanju internog revizora ili
nezavisnih revizora i potvrđivanju njihovih
nalaza i mišljenja, određivanju naknade za
njegov rad,
5. povećanju i smanjenju osnovnog kapitala,
statusnim promjenama, promjeni pravne
forme i prestanku društva,
6. davanju prokure,

The Company's General Meeting decides on the
following:

1. Election and removal of directors and
determining their remuneration or
compensation,
2. Adopting financial reports, rendering
decision on the time and manner of
payments to Shareholders,
3. Renders the annual program of work and
business operations of the company,
4. Appointment of internal auditors or
independent auditors, approval of their
findings and opinions, and determining
their work compensation,
5. Increasing or decreasing the initial capital
contributions, status changes, changes of

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| 7. promjeni poslovnog imena, sjedišta i djelatnosti Društva, | legal form and dissolution of the company, |
| 8. sticanju, prodaji, davanju u zakup, zalaganju ili drugom raspolaganju imovinom društva velike vrijednosti u skladu sa zakonom, | 6. Granting procura, |
| 9. izmjeni osnivačkog akta, | 7. Changing the business name, registered seat and business activities of the company, |
| 10. formiranju poslovne jedinice (ogranka), | 8. Acquisition, sale, lease, pledge and other disposal of high-value assets as provided in the Law, |
| 11. drugim pitanjima iz djelokruga skupštine u skladu sa zakonom. | 9. Amending the Incorporation act, |
| | 10. Establishing business units (branch office), |
| | 11. Any other matters within the General Meeting competences in accordance with the Law. |

Skupština o pitanjima iz svoje nadležnosti odlučuje običnom većinom glasova (51%), osim ukoliko drugačije nije predviđeno Zakonom o privrednim društvima i Ugovorom o koncesiji.

U skladu sa Ugovorom o koncesiji, u slučaju da se većinski član uzdrži od glasanja zbog Sukoba interesa u skladu sa Zakonom o privrednim društvima, u pogledu zaključenja, od strane Društva:

- (a) Ugovora o izgradnji ili Ugovora o upravljanju i održavanju, predstavnik Vlade Republike Srpske će uvijek glasati za bilo koje uslove i odredbe Projektnih ugovora koji su po formi i suštini isti kao Uslovi Ugovora o izgradnji koji predstavlja Prilog 4 Ugovora o koncesiji, i Odredbe za upravljanje i održavanje, koji predstavlja Prilog 13 Ugovora o koncesiji; i/ili
- (b) prenosa ili novacije Ugovora o koncesiji, predstavnik Vlade Republike Srpske će glasati za taj prenos ili novaciju, pod

The General Meeting decides on the issues within its competences by a simple majority of votes (51%), unless otherwise stipulated by the Company Law and the Concession Agreement.

In accordance with the Concession Agreement, in the event of an abstention from voting by the majority shareholder due to a Conflict of Interest pursuant to Company Law in relation to the Company entering into:

- a) the Construction Contract or the Operations and Maintenance contract, the representative of the Government of the Republic of Srpska shall always vote in favour of any Project Agreements terms and conditions, which are in form and substance the same as the Construction Term Sheet being the Schedule 4 of the Concession Agreement and the Operations and Maintenance Contract Terms Sheet, being Schedule 13 of the Concession Agreement; and/or

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uslovom da takva odluka o prenosu prethodno bude odobrena od strane Komisije za koncesije Republike Srpske i da ju je potpisala Republika Srpska u skladu sa primjenjivim Zakonima i Ugovorom o koncesiji.

U skladu sa Ugovorom o koncesiji, u slučaju da se većinski član uzdrži od glasanja u skladu sa Zakonom o privrednim društvima u vezi s bilo kojom odlukom („Odluka koja podrazumijeva Sukob interesa“) Društva, osim Odluke koja podrazumijeva Sukob interesa naveden u prethodnom stavu ovog člana, predstavnik Vlade Republike Srpske će glasati za tu Odluku koja podrazumijeva Sukob interesa, pod uslovom da:

- (a) je većinski član predstavniku Vlade Republike Srpske objelodanio materijalne činjenice koje se odnose na lični interes; i
- (b) da je većinski član pokazao i obezbijedio dovoljne dokaze predstavniku Vlade Republike Srpske da je transakcija u interesu Društva.

Sve odluke skupštine društva se unose u knjigu odluka.

Na sazivanje Skupštine, postupak odlučivanja, kvorum, izbor Predsjedavajućeg Skupštine, te ostala pitanja koja nisu regulisana ovom Odlukom shodno se primjenjuje Zakon o privrednim društvima.

DIREKTOR DRUŠTVA

Član 16.

- b) an assignment or novation of the Concession Agreement, the representative of the Government of the Republic of Srpska shall vote in favour of such assignment or novation, provided that the decision on assignment has been previously approved by the Republic of Srpska Concession Committee and executed by the Republika Srpska pursuant to applicable Law and the Concession Agreement.

In accordance with the Concession Agreement, in the event of an abstention from voting by the majority shareholder pursuant to Company Law in relation to the any decision (a “Conflict of Interest Decision”) of the Company, other than a Conflict of Interest Decision outlined in the above paragraph of this Article, the representative of the Government of the Republic of Srpska shall vote in favour of such Conflict of Interest Decision, provided that:

- a) the majority shareholder has disclosed the material facts relating to the personal interest to the representative of the Government of the Republic of Srpska; and
- b) the majority shareholder has demonstrated and provided sufficient evidence to the representative of the the Government of the Republic of Srpska that the transaction is in the interests of the Company.

All decisions adopted by the General Meeting shall be entered into a book of decisions.

The Company's Law shall be applied to convening of the General Meeting, decision making procedure, quorum, selection of the Chairman of the General Meeting, as well as to all questions that are not regulated under this Decision

SCHEDULE 29

To be executed in a form of a notary deed

Direktor zastupa i vodi poslovanje Društva.

DIRECTOR OF THE COMPANY

Article 16

Direktora Društva bira i razriješava Skupština Društva na predlog člana Društva CHINA SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL COOPERATION GROUP Ltd. u skladu sa ovim Ugovorom o osnivanju i Ugovorom o koncesiji, drugim aktima Društva i pozitivnim propisima.

The Director represents and leads business operations of the Company.

The Director of the company is elected and dismissed by the General Meeting of the Company upon the proposal of CHINA SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL COOPERATION GROUP Ltd. in line with this Agreement on incorporation and the Concession Agreement, other acts of the Company and applicable regulations.

Obim ovlaštenja direktora Društva utvrđuje se Odlukom o izboru direktora Društva.

Član 17.

A scope of authorizations of the Company's director shall be determined by Decision on election of director of the Company.

Direktor društva:

1. zastupa društvo u skladu sa Odlukom o izboru direktora Društva,
2. organizuje i vodi poslovanje u skladu sa ovom odlukom i zakonom,
3. predlaže donošenje odluka iz nadležnosti Skupštine Društva,
4. sprovodi odluke Skupštine Društva,
5. odlučuje o pravima, obavezama i odgovornostima zaposlenih radnika, a u skladu sa zakonom kojim se uređuju radni odnosi,
6. donosi akte koji se odnose na organizaciju i sistematizaciju poslova i druge akte Društva,
7. obavlja i sve druge poslove koje nisu u nadležnosti Skupštine Društva, a u skladu sa ovim Osnivačkim aktom i zakonom.

Article 17

Director of the company:

- 1) Represents the company in line with Decision on the election of director of the Company,
- 2) Organizes and conducts business operations in line with this decision and the law,
- 3) Proposes adoption of decisions from the Company's General Meeting competence,
- 4) Implements the decisions of the Company's General Meeting,
- 5) Decides on rights, obligations and responsibilities of employees, in line with the law regulating labour issues,

SCHEDULE 29

To be executed in a form of a notary deed

Član 18.

Direktor je odgovoran za uredno vođenje poslovnih knjiga i unutrašnji nadzor poslovanja Društva u skladu sa zakonom.

POSLOVNA JEDINICA/OGRANAK

Član 19.

Društvo može formirati Poslovne jedinice/ogranke o čemu odluku donosi Skupština.

Poslovna jedinica je organizacioni dio Društva koja nema svojstvo pravnog lica.

Poslovna jedinica ima mjesto poslovanja i zastupnike, a poslove sa trećim licima obavlja u ime i za račun Društva.

VRIJEME TRAJANJA DRUŠTVA

Član 20.

Društvo je osnovano na neodređeno vrijeme.

KNJIGA ODLUKA

Član 21.

Odluke donesene na Skupštini Društva sa ograničenom odgovornošću unose se bez odlaganja u Knjigu odluka.

Odluke koje donese Skupština Društva sa ograničenom odgovornošću punovažne su danom donošenja.

- 6) Renders acts regarding organization and systematization of jobs and all other acts of the Company,
- 7) Conducts all other works that are not within the Company's General Meeting, in line with this Incorporation Act and the law.

Article 18

Director is responsible for proper business record keeping and internal surveillance of the business in compliance with the Law.

BUSINESS UNIT/ BRANCH OFFICE

Article 19

The company can form Business units/ Branch offices, subject to decision of the General Meeting.

A business unit is an organizational part of the Company which does not have the capacity of a legal entity.

A branch has its place of conducting business activities and representatives, and conducts business with third parties in the name of and on behalf of the Company.

DURATION OF THE COMPANY

Article 20

The Company is founded for an indefinite period of time.

BOOK OF DECISIONS

Article 21

SCHEDULE 29

To be executed in a form of a notary deed

KNJIGA UDJELA

Član 22.

U knjigu udjela upisuju se podaci o članovima Društva, podaci o suvlasništvu na udjelu, procenti glasova, prenosi udjela i druge promjene na udjelima saglasno zakonu.

Član Društva je lice koje je kao takvo upisano u knjigu udjela, a u odnosu na treća lica član Društvo je lice koje je upisano u sudski registar nadležnog suda.

Na način prenosa udjela, povlačenje udjela, pravo glasa, zalaganje uloga i drugo raspolaganje ulogom primjenjuju se zakonske odredbe.

PRENOS I ZALAGANJE UDJELA

Član 23.

Udio u Društvu se prenosi Ugovorom u pisanoj formi sa notarski ovjerenim potpisima prenosioca i sticaoca udjela.

Na prenos udjela shodno se primjenjuju odredbe Zakona o privrednim društvima i Ugovora o koncesiji.

Osim ukoliko zajmodavci iz Ugovora o koncesiji zahtijevaju drugačije, Republika Srpska neće opteretiti (u vidu obezbjeđenja ili nekog drugog

Decisions rendered at the General Meeting of the Company shall be entered into a book of decisions without delay.

Decisions rendered at the General Meeting of the Company shall be valid from the moment of rendering.

BOOK OF SHARES

Article 22

Book of shares shall contain the information on each Shareholder of the Company, information on co-ownership on the shares, the percentage of votes, transfers of shares and all other changes on shares in compliance with the law.

Company's Shareholder shall be a person who is registered as such in the Company's book of shares, whereas in relation to third parties the Company Shareholder shall be a person registered as such in the court register of the competent court.

Manner of transfer of shares, withdrawal of shares, voting right, pledge of shares and other disposal of the shares is subject to relevant law provisions.

TRANSFER AND PLEDGE OF SHARE

Article 23

The share shall be transferred by written Agreement with notary certified signatures of the transferor and the transferee.

SCHEDULE 29

To be executed in a form of a notary deed

opterećenja) svoj udio u Društvu za sve vreme trajanja koncesije za koje je Republika Srpska član Društva. Relevant provisions of the Company Law and Concession Agreement shall be applied to the transfer of share.

Na način prenosa udjela, povlačenje udjela, pravo glasa, zalaganje uloga i drugo raspolaganje ulogom primjenjuju se zakonske odredbe. Unless differently required by the lenders from the Concession Agreement, Republika Srpska shall not pledge (as security or other encumbrance) its share in the Company for the term of concession for which Republika Srpska is shareholder of the Company.

PRAVO PREČEG STICANJA UDJELA

Article 24.

Prije prenosa udjela ili dijela udjela trećem licu, Član Društva koji prenosi udio ili dio udjela dužan je da svoj udio ili dio udjela ponudi drugom Članu Društva. Relevant law provisions shall be applied to the manner of transfer of share, withdrawal of share, voting right, pledge of share and all other disposal of the share.

PRE-EMPTION RIGHT

Article 24

Ponuda se daje u pisanoj formi i sadrži sve bitne elemente ugovora o prenosu udjela, iznos naknade ili kupoprodajne cijene i druge bitne uslove prenosa, adresu na koju Član Društva koji vrši pravo preče kupovine upućuje prihvata ponude i rok za zaključenje i ovjeru ugovora o prenosu udjela. Before transfer of shares or portion of shares to third party, the Shareholder who is transferring share or portion of share has an obligation to offer his share or portion of share to the other Shareholder.

Član Društva koji koristi pravo prečeg sticanja udjela obavezan je da u pisanoj formi obavjesti Člana koji prenosi udio ili deo udjela o prihvatanju ponude u cjelosti, u roku od 30 dana od dana prijema ponude. Ako Član Društva koji ima pravo prečeg sticanja udjela ne iskoristi to pravo, član društva koji prenosi može u roku od 60 dana od dana isteka roka za prihvata ponude zaključiti ugovor o prenosu udjela sa trećim licem, pod uslovima koji ne mogu biti povoljniji od uslova iz ponude koja je dostavljena drugom Članu Društva. An offer is made in writing and shall contain all essential elements of share transfer agreement, amount of compensation or share purchase price and other main conditions of transfer, address to which the Shareholder exercising its preemption right will send acceptance of the offer and the time limit for entering into and certifying a share transfer agreement.

Član Društva koji koristi pravo prečeg sticanja udjela obavezan je da u pisanoj formi obavjesti Člana koji prenosi udio ili deo udjela o prihvatanju ponude u cjelosti, u roku od 30 dana od dana prijema ponude. Ako Član Društva koji ima pravo prečeg sticanja udjela ne iskoristi to pravo, član društva koji prenosi može u roku od 60 dana od dana isteka roka za prihvata ponude zaključiti ugovor o prenosu udjela sa trećim licem, pod uslovima koji ne mogu biti povoljniji od uslova iz ponude koja je dostavljena drugom Članu Društva. The Shareholder exercising its pre-emption right shall notify in writing the Shareholder who is transferring share or portion of share, of its acceptance of the offer within 30 days of the date of receipt of such offer. If the Shareholder with pre-emption right does not use that right, the

PROKURA

SCHEDULE 29

To be executed in a form of a notary deed

Član 25.

Društvo može ovlastiti jedno ili više lica za zaključivanje pravnih poslova i radnji u vezi sa djelatnošću društva.

Prokura ne može sadržavati ovlaštenje za zaključivanje pravnih poslova koji se odnose na opterećenje ili otuđenje nepokretnosti.

BILANS I PODJELA DOBITI

Član 26.

Društvo vodi poslovne knjige na način propisan zakonom ili ove poslove može povjeriti profesionalnoj organizaciji.

Poslovni rezultati Društva obračunavaju se u vremenskim periodima određenim zakonom.

Član 27.

Kao čista godišnja dobit Društva smatra se ono što preostane pošto se izmire svi troškovi privrednog društva predviđeni računovodstvenim propisima i utvrde svi otpisi.

Član 28.

Čista godišnja dobit Društva pripada osnivačima u skladu sa članom 11. stav 3 Ugovora o osnivanju i Ugovorom o koncesiji.

ODGOVORNOST ZA NEGATIVNO POSLOVANJE DRUŠTVA

shareholder who is transferring may, within 60 days of expiration of the term for acceptance of an offer, execute share transfer agreement with the third party, under conditions which may not be more favourable than those stated in an offer made to the other Shareholder.

PROCURA

Article 25

The Company may authorize one or more persons for conclusion of business transactions and actions with regard to the company business activity.

Procura cannot contain authorization for conclusion of legal transactions related to encumbrance or alienation of real estate.

BALANCE AND DISTRIBUTION OF PROFIT

Article 26

The Company keeps its business books in the manner prescribed by the law or may entrust it to a professional organization.

Business results of the Company shall be calculated within the time periods stipulated by the law.

Article 27

As the pure annual profit of the Company, it is considered what remains after all the expenses of the company foreseen in the accounting regulations and all write-offs are settled.

Article 28

SCHEDULE 29

To be executed in a form of a notary deed

Član 29.

U slučaju poslovanja Društva sa gubitkom, gubitak snose osnivači do visine njihovih uloga.

A pure annual profit of the Company belongs to the shareholder in accordance with Article 11 paragraph 3 of this Incorporation Act and Concession Agreement.

PRESTANAK DRUŠTVA

Član 30.

Društvo prestaje sa radom:

1. Odlukom Skupštine;
2. Statusnim promjenama koje za posljedicu imaju prestanak Društva;
3. Pravosnažnom sudskom Odlukom kojom se utvrđuje da je registracija Društva bila ništava i određuje se brisanje Društva iz sudskog registra;
4. na drugi način predviđen pozitivnim propisima.

RESPONSIBILITY FOR NEGATIVE BUSINESS CONDUCTING OF THE COMPANY

Article 29

In case the Company operates with loss, such loss shall be borne by the shareholders up to the amount of their contribution in the company's initial capital.

DISSOLUTION OF THE COMPANY

Article 30

The Company ceases to exist in case of:

- 1) Rendering of the General Meeting's decision;
- 2) Status changes that result in dissolution of the Company;
- 3) Final court decision stating that the registration of the Company is null and void and determining deletion of the Company from the Court Registry;
- 4) Any other manner foreseen under applicable regulations.

Član 31.

U slučaju likvidacije Društva, Članovima Društva pripada aktiva Društva.

ZAVRŠNE ODREDBE

Član 32.

Zaposleni radnici nastavljaju da rade i ostvaruju svoja prava u skladu sa zakonom i opštim aktima privrednog društva.

In case of liquidation of the Company, assets of the Company shall belong to the Shareholders.

Član 33.

FINAL PROVISIONS

Article 32

SCHEDULE 29

To be executed in a form of a notary deed

Na pitanja koja nisu regulisana ovom odlukom primjenjuje se Zakon o privrednim društvima.

The employees shall continue to work and achieve their rights in compliance with the law and general acts of the company.

Član 34.

Ova Odluka stupa na snagu potpisivanjem od strane Članova pred notarom, a primjenjivaće se po okončanoj registraciji kod nadležnog registarskog suda.

Article 33

To all of the issues that are not regulated by this decision, the Company Law shall be applied.

Article 34

This Decision shall enter into force by signature of the Shareholders before the notary, and shall be applicable upon finishing the registration procedure before the responsible court of registration.

Za/For **CHINA SHANDONG INTERNATIONAL ECONOMIC & TECHNICAL COOPERATION GROUP LTD.**

Ime:

Titula:

Za/For **Vladu Republike Srpske**

Ime:

Titula:

